

INTERNET  
FORM NLRB-501  
(2-08)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

## DO NOT WRITE IN THIS SPACE

Case

13-CA-310508

Date Filed

1-18-23

## INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

## 1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Alexandra Lozano Immigration Law, PLLC

b. Tel. No. 480-331-9397

c. Cell No.

f. Fax No.

g. e-Mail

raees@rmwarnerlaw.com

h. Number of workers employed

d. Address (Street, city, state, and ZIP code)

16400 Southcenter Pkwy, Suite 410

Tukwila, WA 98188

e. Employer Representative

Raees Mohamed

i. Type of Establishment (factory, mine, wholesaler, etc.)

Law Firm

j. Identify principal product or service

Legal Services

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) \_\_\_\_\_ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

## 2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

SEE ATTACHED PARTICULARS FOR DETAILS

## 3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No. 312-861-1800

4c. Cell No.

4d. Fax No. (630) 778-0400

4e. e-Mail

dfish@fishlawfirm.com

Represented by

Fish Potter Bolaños, P.C., 200 E 5th Ave., Suite 115, Naperville, IL 60563

## 5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

## 6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Signature of representative or person making charge)

(Print/type name and title or office, if any)

Tel. No. (b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

e-Mail

(b) (6), (b) (7)(C)

Address 200 East 5th Avenue, Suite 115, Naperville, Illinois 60563

01/17/2023 17:39 UTC

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

## PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

- I. Employer terminated Employee for engaging in protected and concerted activities in violation of the NLRA.
- II. Employer violated the NLRA by maintaining policies that discourage employees from engaging in protected and concerted activities in that Employer maintained the following policies and used them to terminate Employee:
  1. **Zero Gossip Policy:** Employer maintains an unlawful "Zero Gossip Policy" (Ex 1) that:
    - a. Provides that "There will be an Absolute ZERO Tolerance to anyone contributing, suspected or not putting an end to ANY sort of GOSSIP. To be clear- if you are gossiping OR if you are the receiving end of gossip, this will be grounds for immediate termination. If you even suspected of gossiping, then it also grounds of immediate termination."
    - b. Requires that employees watch a video from management explaining the Zero Gossip Policy and that further says:
      - "Gossip is a cancer"
      - "There is a zero tolerance policy for gossip."
      - "If you are even suspected of gossiping you will be fired."
      - "You complain up, you don't complain sideways" (*i.e.*, telling workers to complain to management and not co-workers)
      - "There is no place for gossipers"
      - "From here on out there is a ZERO TOLERANCE policy of gossip in this office. If there is even a rumor about gossip, the gossipers will be immediately fired."

(b) (6), (b) (7)(C)

2. **Employee Handbook:** With respect to the Employee Handbook (Ex 2), it provides that:
  - a. "Employees are expected to adhere to a strict standard of professional conduct meaning being respectful, courteous, and mindful to others' feelings at all times, including clients, coworkers, superiors, etc." (p. 3)
3. **Employment Agreement (Ex. 3):** With respect to the Employment Agreement, it:

- a. Contains an overly broad non-disparagement provision, *i.e.*, “While employed at the Company and thereafter, Employee shall not communicate negatively about or otherwise disparage the Company or its employees or owners, or its products or services or clients in any way whatsoever” (par. 10)
  - b. “Employee will not engage in any activity that conflicts with Company's business interest”. (par. 3)
  - c. Contains an overly board non-disclosure agreement and confidentiality restriction. (par. 8)
  - d. Mandates that “obtaining the Company’s consent prior to... giving speeches or writing articles, blogs or posts about the business of the Company, improperly using the name of the Company or identifying Employee’s association or position with the Company in a manner that reflects unfavorably upon the Company”. (par. 9)
  - e. Employer does not adequately define what constitutes gossip, confidential information and the other prohibits activities.
4. **Recording Employees:** Upon information and belief, the Employer video and audio recorded employees at work to obtain their compliance with the unlawful policies identified herein and discourage them from talking to each other about workplace concerns.
5. **Cease and Desist Letter:** Employer sent a “Cease and Desist” letter to Employee (Ex 4) seeking to enforce the unlawful policies identified in this Charge, and further asserting that:
  - a. Employee breached “confidentiality obligations to my Client by publishing information about the firm on TikTok and other public platforms.” Specifically, that the Employer claims employee made “false and defamatory statements about the Firm with two other terminated employees, threatening my Clients with frivolous Bar complaints and to “expose” them on TikTok (the ‘Defamatory Statements’)”
  - b. Employee “fabricated additional false narratives to my Clients’ employees, establishing a negative workplace environment and tarnishing the relationship between my Clients and their employees”.
  - c. Employer accused Employee of breaching (b) (6), (b) (7)(C) Contract by violating the following overly broad Non-Disparagement clause:
    - “While employed at the Company and thereafter, Employee shall not communicate negatively about or otherwise disparage the Company or its employees or owners, or its products or services or clients in any way whatsoever, except as may be required for truthful sworn

testimony or in connection with a legal or administrative proceeding, report, claim or dispute.” (p. 4)

d. As to the Zero Gossip policy, Employer threatened employee as follows:

- “In accordance with the Zero Gossip Agreement, the Firm has zero tolerance for “anyone contributing, suspected or not putting an end to ANY sort of GOSSIP” (emphasis added). If you did not initiate the disparagement and/or Defamatory Statements, but failed to report the statements to management, thereby ending the statements, you may be held jointly liable.” (p. 5)

e. As to the Confidentiality Agreement, Employer stated:

- “Your disparaging statements about the Firm’s clients while employed at the Firm, as well as your Defamatory Statements made after your termination to other terminated employees of the Firm, whether online or otherwise, are clearly in breach of the Agreements.” (p. 5)

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**Alexandra Lozano Immigration Law, PLLC**

**Case 13-CA-310508**

**13-CA-310733**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE AND EXPLANATION OF RIGHTS** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice and Explanation of Rights to the Charged Party in English, Spanish, and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post the Notices and the Explanation of Rights in prominent places where the Charged Party normally posts notices to its employees at the below listed locations. The Charged Party will keep all Notices and Explanation of Rights posted for 60 consecutive days after the initial posting.

**POSTING LOCATIONS**

- |   |   |
|---|---|
| 1) 6720 Fort Dent Way, Suite 230<br>Tukwila, WA 98188 | 2) 5800 South Eastern, Suite 270<br>Commerce, CA 90040    |
| 3) 6621 Ogden Ave.<br>Berwyn, IL 60402                | 4) 8415 Datapoint Dr., Suite 300<br>San Antonio, TX 78229 |
| 5) 8876 Gulf Fwy, Suite 420<br>Houston, TX 77017      |   |

**READING OF NOTICE**—The Charged Party will hold a meeting or meetings, scheduled to ensure the widest possible attendance at each posting location, at which a responsible management official of the Charged Party will disseminate signed copies of the Notice and Explanation of Rights to all attendees and read, either in person or via virtual (video) appearance, the Notice in English, Spanish and in additional languages if the Regional Director decides that it is appropriate to do so, in the presence of a Board agent and representative of the Charging Party. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party normally announces meetings and must be approved by the Regional Director. The Notice will be read in the following languages: English and Spanish.

**E-MAILING NOTICE** - The Charged Party will email a copy of the signed Notice in English, Spanish, and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who work at the facilities listed above under Posting Locations. The message of the e-mail transmitted with the Notice

Initials: \_\_\_\_\_

(b) (6), (b) (7)(C)

will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 13 of the National Labor Relations Board in Cases 13-CA-310508 and 13-CA-310733.” The Charged Party will forward a copy of that e-mail, with all of the recipients’ e-mail addresses, to the Region’s Compliance Officer at [Cristina.Ortega@nrlrb.gov](mailto:Cristina.Ortega@nrlrb.gov).

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**BACKPAY** — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. The Charged Party, for each employee named below, will provide the Regional Director with a Backpay report allocating the payment(s) to the appropriate calendar year and a copy of the IRS form W-2 for wages earned in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year. If the Regional Office is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

Name of employee	Backpay	Front Pay	Interest	Pecuniary Damages
(b) (6), (b) (7)(C)	\$13,310	\$85,936	\$179	\$575
(b) (6), (b) (7)(C)	\$7,030	\$67,877	\$93	\$0

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If one or both of the Charging Parties fail(s) or refuse(s) to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve this Settlement Agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party who fails or refuses to become a party to this Agreement may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director’s approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Initials: \_\_\_\_\_

(b) (6), (b) (7)(C)

Yes \_\_\_\_\_  
Initials

No   X  \_\_\_\_\_  
Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the one or both of the Charging Parties do(es) not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If one or both of the Charging Parties do(es) not enter into this Agreement, initial notice shall be given within 5 days after the Charged Party's receipt of notification from the Regional Director that the Charging Parties did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Initials: \_\_\_\_\_

(b) (6), (b) (7)(C)

<b>Charged Party</b> <b>Alexandra Lozano Immigration Law, PLLC</b>		<b>Charging Party</b> <b>(b) (6), (b) (7)(C)</b>	
By:	Name and Title	Date	
/s/	(b) (6), (b) (7)(C)	5/24/2023	
Print Name and Title below <b>(b) (6), (b) (7)(C)</b>		Print Name and Title below <b>(b) (6), (b) (7)(C)</b>	
		<b>Charging Party</b> /s/ (b) (6), (b) (7)(C) 6/6/2023 (b) (6), (b) (7)(C) By: Name and Title Date (b) (6), (b) (7)(C) Print Name and Title below	
Recommended By:	Date	Approved By:	Date
/s/ <b>Sylvia L. Posey</b>	6/8/2023	/s/ <b>Angie Cowan Hamada</b>	6/8/2023
Sylvia L. Posey		Angie Cowan Hamada	
Field Attorney		Regional Director, Region 13	

Initials: (b) (6), (b) (7)(C)

**(To be printed and posted on official Board notice form)**

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** interfere with, restrain, or coerce you in the exercise of the above rights.

**WE WILL NOT** threaten you with discharge because you discussed your wages, hours, and working conditions with other employees.

**YOU HAVE THE RIGHT** to freely bring issues and complaints regarding your wages, hours, and working conditions to other employees, and you have the right to post on your social media, including Tik Tok, any concerns regarding your working conditions and **WE WILL NOT** do anything to interfere with your exercise of those rights.

**WE WILL NOT** make it appear that we are watching and listening to your conversations with other employees about your wages, hours, and working conditions.

**WE WILL NOT** fire employees because they exercise their rights to bring issues and complaints about their wages, hours, and working conditions to other employees.

**WE WILL NOT** maintain or enforce a Zero Gossip Policy.

**WE WILL NOT** tell you that all employee concerns must be taken to management.

**WE WILL NOT** tell you how you should share your workplace concerns with other employees.

**WE WILL NOT** restrict use of the firm's email system for business use only.

**WE WILL NOT** maintain or enforce in our Employee Policy Manual, or anywhere else, rules which stop you from using recording devices in any of our facilities other than for authorized business purposes.

**WE WILL NOT** fire employees for violating the unlawfully broad provisions in our Employee Policy Manual and Employment Agreement.

**WE WILL NOT** issue letters to employees which seek to enforce the unlawful policies in our Employee Policy Manual and Employment Agreement.

**WE WILL NOT** maintain any agreements that restrict employees' rights to file charges with the National Labor Relations Board, and **WE WILL NOT** require employees to sign such agreements.

Initials: \_\_\_\_\_

(b) (6), (b) (7)(C)

**WE WILL NOT** maintain an Arbitration Agreement that our employees reasonably would believe bars or restricts their right to engage in protected-concerted activity or file charges with the National Labor Relations Board.

**WE WILL NOT** interfere with employees' protected activities by installing security cameras or recording devices in employee break areas in order to make it appear that we are watching for your discussions of wages, hours, and working conditions.

**WE WILL NOT** maintain or enforce the following unlawfully broad provisions in our Employee Policy Manual, or anywhere else:

Section 3bii.: Professional Conduct

Section 3c.: Company Property

**WE WILL NOT** maintain or enforce the following unlawfully broad provisions in our Employment Agreement, or anywhere else:

Section 3: No Conflicting Interest

Section 7: Non-Solicitation

Section 8: Non-Disclosure

Section 9: Best Efforts

Section 10: Non-Disparagement

Section 11: Reasonable Restrictions

Section 12: Remedies

**WE WILL** promptly distribute an updated Employee Policy Manual to you that has been lawfully revised so that it is consistent with the provisions of this Notice and supersedes all prior versions of the Employee Policy Manual.

**WE WILL** rescind, or make lawful modifications to the rules quoted above, and advise employees in writing that the rules are no longer being maintained.

**WE WILL** rescind the Zero Gossip Policy and accompanying video, and advise employees in writing that the rule is no longer being maintained or enforced.

**WE WILL** remove the security cameras and recording devices installed in the employee break rooms.

**WE WILL** allow employees to independently record, or, if they choose, to cease recording, interactions with clients.

Initials: \_\_\_\_\_

(b) (6), (b) (7)(C)

**WE WILL** rescind the overbroad provisions of the "Cease and Desist" letters to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and notify them in writing that the letters are void as related to the firm's planned enforcement of the Zero Gossip Policy and the overbroad requirements of the Employment Agreement's non-disparagement and non-disclosure provisions.

(b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) waive any right to reinstatement that they may have and **WE WILL** make them whole in accordance with the terms of the settlement agreement.

**WE WILL** modify the personnel records of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to reflect they voluntarily resigned from employment with the firm and **WE WILL** notify them in writing that their termination from employment has been changed to a voluntary resignation and that the firm has a policy of providing neutral references limited to dates of employment and position(s) held.

**Alexandra Lozano Immigration Law, PLLC**

(Employer)

**Dated:** 5/24/2023

**By:** /s/ (b) (6), (b) (7)(C)

(Representative)

(b) (6), (b) (7)(C)

(Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to [relay.service@nrlrb.gov](mailto:relay.service@nrlrb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.*

Dirksen Federal Building  
219 South Dearborn Street, Suite 808  
Chicago, IL 60604-2027

**Telephone:** (312)353-7570

**Hours of Operation:** 8:30 a.m. to 5 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: \_\_\_\_\_

(b) (6), (b) (7)(C)